

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

STEVEN ANGELL, MILES AVERY,
MOLLY BATCHELDER, SRI LOUISE
AKA LOUISE COLES, CICILY COOPER,
SHAREEF ELFIKI, THEODORE
HEXTOR, and LINDSAY WEBER,
individually and on behalf of others similarly
situated,

Plaintiffs,
vs.

CITY OF OAKLAND, COUNTY OF
ALAMEDA, HOWARD JORDAN,
JEFFREY ISRAEL, ERIC BRESHEARS,
RON YELDER, DARREN ALLISON,
STEVE TULL, EDWARD TRACEY,
ANTHONY RACHAL, SEAN WHENT,
GREGORY J. AHERN, BRETT KETELES,
CARLA KENNEDY, DAVID BRADY,
GREGORY L. MORGADO, KERRY
JACKSON, DOES 1-250,

☐ Defendants.

Case No. C13-0190 NC

FINAL ORDER AND JUDGMENT

1. INTRODUCTION

All Parties have stipulated to settlement in the above entitled case. The Settlement Agreement was signed October 8, 2014 and filed with the court, and then subsequently amended. All parties have executed the amended settlement, which was filed with the Court on December 3, 2014. The Court granted preliminary approval, the Class was notified of the settlement as provided in the Court's preliminary approval order, and a Fairness Hearing was held where the opportunity for objections was allowed. The Class Members had previously

1 been provided notice of the litigation and an opportunity to exclude themselves from the
2 Class. (See Docket Nos. 62, 63, 66, 68, 69, 70, 72, 73, & 74.) Pursuant to Federal Rules of
3 Civil Procedure 23(e), and in accordance with the Settlement Agreement, the Court finds the
4 settlement, the stipulated attorney's fees and costs, and the incentive award to the named
5 plaintiffs, to be fair, reasonable and adequate. Accordingly, pursuant to the stipulation of the
6 Parties, and good cause appearing,
7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**
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- 10 1. This Final Order and Judgment incorporates by reference in the Settlement Agreement,
11 which is attached hereto as Exhibit A and Incorporated by reference herein, and all
12 capitalized terms used herein that also appear in the Settlement Agreement have the
13 meanings set forth in the Settlement Agreement.
14
- 15 2. The Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331
16 and 1343(a)(3), (4). The court has personal jurisdiction over the Class Representatives,
17 Defendants and the Class.
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- 19 3. The Class Notice of the proposed settlement (in the printer ready form attached as
20 Attachments # 2 to Document 70 and incorporated by reference herein) constituted the
21 best notice practicable under the circumstances and was reasonably calculated to apprise
22 the Class Members of the Settlement and the release of rights contained in the Settlement
23 Agreement (Exhibit A hereto.) Pursuant to, and in accordance with, Rule 23 of the
24 Federal Rules of Civil Procedure, the Court hereby finds that the Notice Provided
25 members of the Class due and adequate notice of the Settlement, these proceedings and
26 the rights of the Class Members to object to the Settlement.
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- 1 4. Pursuant to Rule 23, this Court hereby approves the Settlement as set forth in the
2 Settlement Agreement, and finds that the Settlement is in all respects fair, reasonable and
3 adequate to the Class Members. Accordingly, the Settlement shall be consummated in
4 accordance with the terms and provisions of the Settlement Agreement (Exhibit A), the
5 terms of which are incorporated by reference into this Final Order and Judgment.
6
- 7 5. Within Fifteen (15) days of the date of this Order, the Defendants shall pay the sum of
8 \$1,360,000, to Class Counsel for distribution to the Approved Claimants, Class
9 Representatives, and Class Counsel, as provided in the Settlement Agreement.
10
- 11 6. The Court finds that the payments to the Class Representatives provided in the
12 Settlement Agreement are not unduly preferential, and the amounts are justified based on
13 the burdens and responsibilities carried by the Class Representatives in commencing and
14 prosecuting the Litigation, including the notoriety attendant on pursuit of the Litigation
15 and the amount of time and effort involved, including communicating with class
16 members regarding the Settlement Agreement and responding to direct queries and
17 questions from class members.
18
- 19 7. The Court approves the payment to Class Counsel for attorneys fees and costs as
20 provided in the Settlement Agreement, and finds that the stipulated attorneys fees and
21 costs payment was the product of arms-length and good faith negotiations supervised by
22 Magistrate Judge Beeler, takes into consideration the level of experience, legal expertise,
23 efficiency of Class Counsel and all other relevant factors.
24
- 25 8. Pursuant to the Settlement Agreement, the Court will issue a separate order in the names
26 of the Approved Claimants, stating that it is the determination of the Court, pursuant to
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1 stipulation of the Oakland defendants, that the Approved Claimants are factually
2 innocent of all charges for which they were arrested and that they are hereby exonerated;
3 and providing that the Oakland Police Department and the Alameda County Sheriff's
4 Office shall seal and destroy all arrest records, police reports, investigative reports,
5 booking information, on line data, or any other documentation or information in
6 possession pertaining to said arrests. [Exhibit A, §C (1)(a) thru §C (1)(d), page 7.] And
7 the DNA samples taken from those charged with felonies shall be withdrawn and the
8 samples destroyed. [Exhibit A, §C(1)(e-f), p. 8]
9

11 IT IS SO ORDERED

12 Dated: April 7, 2015

